- In the event of default in the aforesaid mortgage Liberty Life Insurance Company, its successors and assigns, shall have the perpetual right to use the heating and air conditioning equipment, which is located on the roof of the New Building but which is necessary for the operation of the Existing Building, and shall be obligated to pay for the use and maintenance of same. The said Liberty Life Insurance Company shall have the further right of ingress and egress as is necessary to service, maintain, repair, replace, or remove the said heating and air conditioning equipment. Liberty Life Insurance Company shall have the further right, at its option, to close all openings between the Existing. Building and the New Building and shall have the further right, at its option, to remove the heating and air conditioning equipment now located on the roof of the New Building and relocate the same on the property of the Existing Building, exclusively for the Existing Building, at its own expense and to operate the Existing Building as a separate entity.
- 3. It is agreed and understood by the parties that the air conditioning and heating units located on the roof of the New Building which units service the Existing Building, shall in the event of default, become the property of Liberty Life Insurance Company.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar each in hand paid to the other (receipt whereof is hereby acknowledged) and the mutual covenants contained herein, it is under stood and agreed as follows: